

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 30th day of October, 2001, by Calvin H. Fei, residing in Walnut Creek, California, Francis George Jacobs, residing in San Bruno, California, and J. Mark Stockton, residing in Bel Marin Keys, California (hereinafter referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful improvements in automated teller machine technology, as set forth in a Patent application for Letters Patent of the United States entitled, "METHOD AND APPARATUS FOR CONDUCTING TRANSACTIONS ON AN AUTOMATED TELLER MACHINE," which was filed on August 10, 2001, as U.S. patent application No. 09/925,972; and

WHEREAS, Bank of America Corporation, a corporation organized under and pursuant to the laws of North Carolina having its principal place of business at 100 North Tryon Street; Charlotte, North Carolina 28255; (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COVINGTON & BURLING

Paul J. Berman	36,744	Ann O. McGeehan	45,839		
Kurt Geoffrey Calia	38,702	Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184
Richard P. Dulik	40,598	C. Edward Polk	45,830	Henry P. Ting	46,278
Thomas W. Krause	40,335	Andrea G. Reister	36,253	Grady L. White	40,874
Scott B. Markow	46,899	David P. Ruschke	40,151	Anthony S. Yoo	45,540
		Christopher N. Sipes	39,837		

and

Michael A. Springs 41,322 of Bank of America Corporation

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Calvin H. Fei
Calvin H. Fei

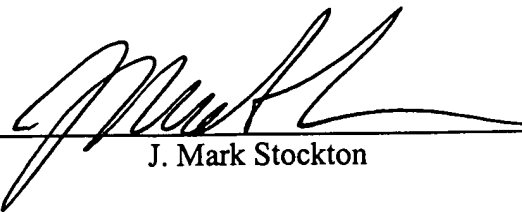
Date: October 30, 2001

United States of America)
State of California) ss.:
County of Contra Costa)

On this 30 day of October, 2001, before me
personally came Calvin H. Fei, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



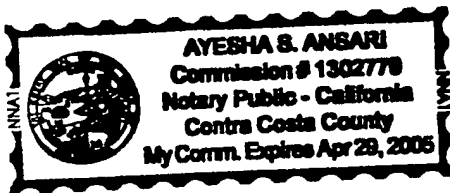
Calvin H. Fei
Notary Public



J. Mark Stockton

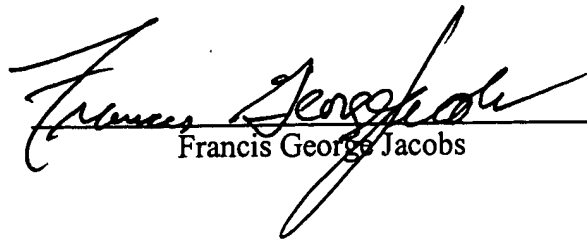
Date: 10/30/01

United States of America)
State of California) ss.:
County of Contra Costa)

On this 30 day of October, 2001, before me
personally came J. Mark Stockton, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.





Notary Public


Francis George Jacobs

Date: October 30, 2001

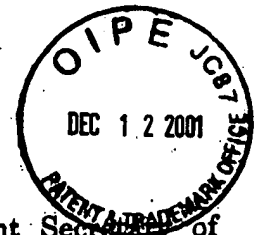
United States of America)
State of California) ss.:
County of Contra Costa)

On this 30 day of October, 2001, before me
personally came Francis George Jacobs, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public



**BANK OF AMERICA CORPORATION
CERTIFICATE OF SECRETARY**



The undersigned, ALLISON L. GILLIAM, Assistant Secretary of Bank of America Corporation, a Delaware corporation (herein the "Corporation"), does hereby certify:

1. That she is the duly elected, qualified and acting Assistant Secretary of the Corporation and has the custody of the corporate records, minutes and corporate seal.

2. That the following named person has been properly designated, elected and assigned to the office in the Corporation as indicated below and that such person holds such office at this time..

Name

Title

Michael A. Springs

Assistant General Counsel

3. That the title Assistant General Counsel is equal to the title Senior Vice President.

4. That the following is a true and complete copy of Article IX, Section 1 of the Bylaws of said Corporation and the same is in full force and effect as of the date hereof:

Section 1. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, master agreements, swap agreements, guarantees, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman, any Division President, any Managing Director, any Vice President, any Assistant Vice President, or any individual who is listed on the Corporation's Officer's payroll file in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 1 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of the Corporation as of this 25th day of October, 2001.

(SEAL)

Allison L. Gilliam
Assistant Secretary